

JAN 20 2012

S.B. NO. 2490

A BILL FOR AN ACT

RELATING TO ANIMAL CRUELTY.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:

1 SECTION 1. The legislature finds that there is a problem
2 with pet dealers selling cats and dogs to the public without
3 notifying them of the health issues and defects that the cat or
4 dog may have.

5 The purpose of this Act is to require that all pet dealers
6 be held responsible for all cats or dogs they sell by requiring
7 them to guarantee in writing that the cat or dog being sold has
8 no deformities or diseases and that if they do, the consumer
9 shall be afforded certain rights.

10 SECTION 2. The Hawaii Revised Statutes is amended by
11 adding a new chapter to be appropriately designated and to read
12 as follows:

13 **"CHAPTER**

14 **SALE OF PETS**

15 § -1 **Definitions.** As used in this chapter:

16 "Dog" means any animal that is wholly or in part of the
17 species canis lupus familiaris.



"Pet" means any domesticated or tamed cat or dog that is kept as a companion and is cared for affectionately.

"Pet dealer" means:

(1) Any person, partnership entity, or corporation that sells pets through a store; or

(2) A breeder of unsterilized cats and unsterilized dogs who intends to sell such animals at wholesale or retail, whether or not for remuneration.

"Pet dealer" shall not include registered nonprofit humane organizations or county animal control agencies or officers thereof.

"Reasonable veterinary costs" means an amount that is comparable to the cost of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian; provided that the services rendered are appropriate for the certification of fitness by the veterinarian.

§ -2 **Contract; certificate of fitness.** Upon the sale of every pet, each pet dealer and consumer shall sign a contract that outlines the consumer's rights and limitations pursuant to this chapter. Prior to the sale of any cat or dog, the pet dealer shall provide to the consumer a certificate of veterinary



1 inspection. The certificate of veterinary inspection shall
2 state that the cat or dog has been examined by a Hawaii-licensed
3 veterinarian who certifies, to the best of the veterinarian's
4 knowledge, whether or not the cat or dog is fit for sale or
5 unfit for sale due to illness or disease; the presence of
6 symptoms of a contagious or infectious disease; the presence of
7 internal or external parasites, excluding fleas or ticks; or a
8 congenital or hereditary disorder that adversely affects the
9 health of the cat or dog, at the time of the examination. The
10 certificate shall also list all vaccines and deworming
11 medications administered to the cat or dog.

12 § -3 **Waiver; rights.** (a) If, prior to the sale of a
13 cat or dog, a consumer receives a certificate of veterinary
14 inspection that indicates the cat or dog is unfit for sale, the
15 consumer may proceed with the purchase; provided that the
16 consumer signs a waiver acknowledging the receipt of the
17 certificate of veterinary inspection and relinquishing the
18 consumer's right to return the cat or dog upon the expiration of
19 seven days from the sale date without any attempt by the
20 consumer to begin the process of return or exchange for the cat
21 or dog.



(b) If the consumer signs the waiver described in subsection (a) but wishes to begin the exchange or return process for a cat or dog, the consumer shall have the cat or dog examined by a licensed veterinarian of the consumer's choosing. If the veterinarian certifies that at the time of sale, the cat or dog was unfit for sale due to any of the reasons listed in section -2, the consumer shall:

(1) Notify the pet dealer within two business days of the veterinarian's determination that the cat or dog was unfit at the time of sale; and

(2) Present the written certification of unfitness at the time of sale to the pet dealer not later than three business days following receipt thereof by the consumer.

(c) Upon receipt of a written certification of unfitness at the time of sale, a pet dealer shall perform one of the following:

(1) Process the return of the cat or dog and refund to the consumer the purchase price, including sales tax, but excluding the veterinary costs related to the certification that the cat or dog was unfit at the time of sale;



(2) Process an exchange of the cat or dog of the consumer's choice of equivalent value, but not a refund of the veterinary costs related to the certification that the cat or dog was unfit at the time of sale; or

(3) Allow the consumer to retain the cat or dog and reimburse the consumer for reasonable veterinary costs for necessary services and treatment related to the attempt to cure or curing of the cat or dog.

§ -4 Cat and dog express warranty; rights. (a) If within two years following the sale by a pet dealer of a cat or dog that was deemed fit for sale pursuant to section -2: (1) A licensed veterinarian of the consumer's choosing certifies that at the time of the sale, the cat or dog was unfit for sale due to illness or disease; the presence of symptoms of a contagious or infectious disease; or presence of internal or external parasites, excluding fleas and ticks; or a congenital or hereditary disorder that adversely affects the health of the cat or dog; or (2) The breed, sex, or health of such cat or dog is found to have been misrepresented to the consumer, the consumer may choose one of the following options:



1 (1) Return the cat or dog and receive a refund of the
2 purchase price, including the sales tax, and
3 reimbursement for reasonable veterinary costs directly
4 related to the veterinarian's examination and
5 certification that the cat or dog was unfit for sale
6 pursuant to this section and directly related to
7 necessary emergency services and treatment undertaken
8 to relieve suffering;

9 (2) Return the cat or dog and receive in exchange a cat or
10 dog of the consumer's choice of equivalent value, and
11 reimbursement for reasonable veterinary costs directly
12 related to the veterinarian's examination and
13 certification that the cat or dog was unfit for sale
14 pursuant to this section and directly related to
15 necessary emergency services and treatment undertaken
16 to relieve suffering; or

17 (3) Retain the cat or dog and receive reimbursement for
18 reasonable veterinary costs for necessary services and
19 treatment related to the attempt to cure or curing of
20 the cat or dog.

21 (b) Reimbursement for reasonable veterinary costs may not
22 exceed the purchase price of the cat or dog.



1 § -5 **Injury.** (a) A cat or dog may not be determined
2 unfit at the time of sale on account of an injury sustained or
3 illness contracted after the consumer takes possession of the
4 cat or dog.

5 (b) A veterinary finding of intestinal or external
6 parasites shall not be grounds for declaring a cat or dog unfit
7 for sale unless the cat or dog is clinically ill because of that
8 condition.

9 § -6 **Contested actions.** (a) If a pet dealer wishes to
10 contest a demand for veterinary expenses, refund, or exchange
11 made by a consumer under this section, the pet dealer may
12 require the consumer to produce the cat or dog for examination
13 by a licensed veterinarian designated by the dealer. Upon such
14 examination, if the consumer and the dealer are unable to reach
15 an agreement within seven business days following receipt of the
16 cat or dog for such examination that results in one of the
17 options set forth in this chapter, the consumer may initiate an
18 action in a court of competent jurisdiction to recover or obtain
19 a reimbursement of veterinary expenses, refund, or exchange.

20 (b) This section shall not in any way limit the rights or
21 remedies that are otherwise available to a consumer under any
22 other law.



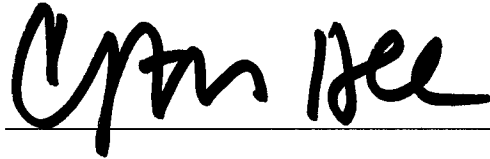
1 § -7 **Enforcement.** (a) The state attorney general or
2 its designee may bring an action to enjoin any obstructor of the
3 consumer rights under this chapter from being a pet dealer.

4 (b) Except as otherwise provided in this chapter, a
5 violation of any provision of this section is a misdemeanor."

6 SECTION 3. This Act shall take effect upon its approval.

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INTRODUCED BY:





S.B. NO. 2490

Report Title:

Express Warranty; Cats; Dogs; Pet Dealers

Description:

Requires pet dealers to be responsible for the cat or dogs that they sell by having them confirm in writing whether or not the cat or dog being sold has deformities or illnesses. Provides consumers certain options should a licensed veterinarian certify that the cat or dog was unfit at the time of sale despite the waiver and establishes procedures for a challenge by pet dealers.

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.

